



STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

June 3, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO
ACCEPT SEVENTH YEAR FUNDING FROM THE STATE OF CALIFORNIA,
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD (VCGCB)
FOR THE CRIMINAL RESTITUTION COMPACT (CRC)
FOR FISCAL YEAR (FY) 2004-05
ALL DISTRICTS (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the enclosed Resolution authorizing the Los Angeles County District Attorney, on behalf of the County of Los Angeles, to enter into an Agreement with the State of California, VCGCB; and to accept seventh year funding for the CRC in the amount of \$267,872 for the period of July 1, 2004 through June 30, 2005.
2. Authorize the District Attorney or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the CRC and to sign and approve revisions that do not affect the net County cost of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement allows the District Attorney's Office to ensure that appropriate restitution fines and orders are in place for all convicted offenders. This is the seventh year that funding has been allocated to the District Attorney's Office from the VCGCB for this program.

As part of the Agreement, the State requires adoption of the enclosed Resolution, which has been approved as to form by County Counsel.

Implementation of Strategic Plan Goals

Consistent with the County's Strategic Plan Goal No. 1, Service Excellence, this program promotes the fiscal well being of individuals and families.

FISCAL IMPACT/FINANCING:

The total cost for this program is \$267,872 for the period of July 1, 2004 through June 30, 2005, which is fully offset by the VCGCB.

Funding for this program was included in the District Attorney's 2004-05 budget.

If funding for this Agreement were terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant-budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Pursuant to Penal Code Section 13835.2, the Los Angeles County Board of Supervisors designated the District Attorney's Office as the major provider of comprehensive services to victims and witnesses of crime for the County. The District Attorney's Office has ensured restitution fines and orders were properly administered for the past six years.

Program staff consisting of 3.0 Paralegals and 2.0 Student Workers, work with the County criminal justice system to insure that a restitution order is imposed in all appropriate cases in accordance with applicable statutes and specifications of the Agreement. This includes monitoring claims associated with restitution orders and conducting training and outreach regarding restitution to agencies in the County. Additionally, the Paralegals will serve as a County resource on restitution issues, statutes, and case law and may engage in assisting victims in obtaining restitution orders for losses incurred as a direct result of a crime.

In FY 2001-02, a total of \$6,907,661.63 was collected on restitution orders from adult and juvenile offenders placed on formal probation. This amount increased to \$7,150,576.16 in FY 2002-03.

The Honorable Board of Supervisors
Page Three
June 3, 2003

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998 requiring clearance with the Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

CONCLUSION:

Following Board authorization to approve the Agreement for this program, the Executive Officer-Clerk of the Board is requested to return a copy of the adopted Board letter and two (2) copies of the approved Resolution, containing original signatures, to Albert Ablaza, Contracts and Grants Unit, Los Angeles County District Attorney's Office, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Mr. Ablaza via e-mail at aablaza@da.co.la.ca.us or by telephone at (213) 202-7683.

Very truly yours,



STEVE COOLEY
District Attorney

aa:mmmb

Enclosure

c: Chief Administrative Officer
County Counsel

1 **BOARD OF SUPERVISORS**
2 **COUNTY OF LOS ANGELES**
3 **RESOLUTION**

4 Accepting Criminal Restitution Compact
5 Agreement with the State of California
6 Victim Compensation and Government Claims Board,
7 Revenue Recovery and Compliance Division

8 Pursuant to California Penal Code Section 13835 et. seq

9 **WHEREAS**, the County of Los Angeles is charged with providing vital
10 services in the area of courts, law enforcement, and adult and juvenile
11 justice to a population in excess of ten million persons; and

12 **WHEREAS**, the County of Los Angeles is authorized, pursuant to
13 Government Code Section 26500.5, to participate in any project or program
14 to improve the administration of justice; and

15 **WHEREAS**, the Board of Supervisors of the County of Los Angeles,
16 pursuant to Penal Code Section 13835.2, has designated the Office of the
17 District Attorney through its Victim-Witness Assistance Program as the major
18 provider of comprehensive services to victims and witnesses of crime; and

19 **WHEREAS**, the Victim Compensation and Government Claims Board
20 has been authorized funds to contract with local Victim-Witness Centers to
21 ensure restitution fines and orders are properly administered; and

22 **WHEREAS**, the County of Los Angeles, acting through its Board of
23 Supervisors, desires to participate in such a program entitled the Criminal
24 Restitution Compact for the period commencing July 1, 2004 and ending
25 June 30, 2005, and has the capability of providing such services through its
26 center; and

WHEREAS, the Victim Compensation and Government Claims Board
 has allocated funds for County Fiscal Year 2004-05 for the Los Angeles
 County District Attorney's "Criminal Restitution Compact" Program to fund
 five positions, namely three Paralegals and two Student Workers that will

1 ensure restitution fines and orders are properly administered in accordance
2 with applicable statutes;

3 **NOW THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of
4 the County of Los Angeles approves the submission of and acceptance of
5 continued funding for a period of twelve months commencing July 1, 2004
6 and ending June 30, 2005, upon approval of both the State and County, for
7 the seventh year by the State of California, Victim Compensation and
8 Government Claims Board for the above-referenced program;

9 **BE IT FURTHER RESOLVED** that the Board of Supervisors of the
10 County of Los Angeles hereby approves acceptance of funds to be used
11 exclusively for the designated program, which may be awarded pursuant to
12 the Standard Agreement;

13 **BE IT FURTHER RESOLVED** that the state funds received hereunder
14 shall not be used to supplant local funds controlled by this body;

15 **BE IT FURTHER RESOLVED** that the Board of Supervisors of the
16 County of Los Angeles hereby authorizes the District Attorney or his
17 designee, to serve as Project Director for said program and to execute on
18 behalf of Los Angeles County the Agreement, and to perform all further
19 tasks necessary for the completion of the project, including execution and
20 submission of amendments, progress reports and payment requests to the
21 Agreement;

22 **IT IS AGREED** that liability arising out of the performance of the
23 Criminal Restitution Compact Agreement, including civil court actions for
24 damages, shall be the responsibility of the grant recipient and the authorizing
25 agency. It is recognized that the State of California, Victim Compensation
26 and Government Claims Board disclaims any responsibility for any such
liability;

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this _____ day of _____, 2004.

by _____
Chairman, Board of Supervisors

By _____
Deputy

By Kane Brown
Deputy

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

BOC - 4082

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

VICTIM COMPENSATION & GOVERNMENT CLAIMS BOARD

CONTRACTOR'S NAME

COUNTY OF LOS ANGELES, DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is: **JULY 1, 2004** through **JUNE 30, 2005**

3. The maximum amount of this Agreement is: **\$ 267,872.00**
Two hundred sixty seven thousand eight hundred seventy two dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 4 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit B-1 – Budget Page 1 page(s)

Exhibit C* – General Terms and Conditions GTC304

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 5 page(s)

Attachment I – Invoicing Instructions 3 page(s)

Attachment II – Approved Travel Reimbursement Rates 1 page(s)

Attachment III – Equipment Purchase Authorization Form 1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF LOS ANGELES, DISTRICT ATTORNEY'S OFFICE

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Steve Cooley, District Attorney

ADDRESS

**201 West Temple Street, Suite 18-709
Los Angeles, California 90012**

STATE OF CALIFORNIA

AGENCY NAME

VICTIM COMPENSATION & GOVERNMENT CLAIMS BOARD

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

630 "K" STREET, SACRAMENTO, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. SCOPE OF WORK

- a. The Victim Compensation and Government Claims Board (hereinafter, "Board") and the District Attorney agree that the intent of this contract is to establish a positive, collaborative relationship for purposes of improving California's criminal restitution system. The parties further agree that:
- b. The Criminal Restitution Compact Restitution Specialist (hereinafter, "Specialist") shall ensure that a restitution order is imposed in all appropriate cases involving a victim unless the court waives imposition of the restitution order for compelling and extraordinary reasons that are stated on the record.
- c. The Specialist shall ensure that a restitution fine is imposed on all convicted offenders unless the court waives imposition of the restitution fine for compelling and extraordinary reasons that are stated on the record.
- d. The Specialist shall ensure that a parole restitution fine is imposed in all cases in which the offender's sentence may include a period of parole unless the court waives imposition of the restitution fine for compelling and extraordinary reasons that are stated on the record.
- e. The Specialist shall ensure that a diversion restitution fee is imposed for all diverted offenders unless the court waives imposition of the restitution fee for compelling and extraordinary reasons that are stated on the record.
- f. The Specialist shall facilitate contact and attend meetings between the Board and the county collection entity(ies) to discuss ways of increasing restitution order collections.
- g. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
- h. The Specialist shall report to a supervisor designated by the District Attorney, preferably an Assistant or Chief Deputy District Attorney.
- i. The District Attorney (or his or her designee) and the Board's Deputy Executive Officer (or his or her designee) shall meet as necessary to discuss the scope of work or any other aspect of this contract.
- j. This contract shall be modified if its terms are determined to be inconsistent with applicable law, or as otherwise necessary.
- k. The District Attorney shall ensure that there is sufficient staff to perform the services required under this contract. The District Attorney shall notify the Board of the resignation or termination of any Specialist assigned to perform the functions of this contract within five (5) business days of being notified of the resignation or of issuing the notice of termination. At the Board's request, the District Attorney shall attempt to hire or reassign other qualified Specialist to perform the services.

EXHIBIT A

SCOPE OF WORK

- l. The District Attorney shall notify the Board when a Specialist assigned to perform the functions of this agreement has been absent, or is expected to be absent, for any reason, longer than three weeks.
- m. When the Specialist is on leave, including vacation, sick and annual leave, the Board shall compensate the District Attorney for that period of time only if the Specialist accrued the leave during the time the Specialist was assigned to perform the functions described in this agreement. The District Attorney agrees to provide, at the Board's request, documentation verifying accrual leave under the agreement.
- n. The Specialist may not work overtime without prior written authorization from the Board. The Board reserves the option of not reimbursing overtime that is not first requested and approved in writing.
- o. The Board shall notify the Specialist of all claims filed for Victim Compensation Program (VCP) assistance based on crimes committed in the District Attorney's county for which an offender/suspect has been identified.
- p. The Specialist shall have access to the necessary court records to monitor cases associated with claims identified in paragraph "o" above, as they proceed through the criminal or juvenile justice system.
- q. When the Specialist receives notice that a victim has filed for VCP assistance prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance granted by the VCP, if any, and any other information necessary from the Board's claims processing system, and provide this information to the prosecuting attorney.
- r. The prosecuting attorney shall submit the information described in paragraph "q", above, to the court and request that the court impose one or more of the following, as appropriate: a restitution fine, a parole restitution fine, a restitution order in an amount equal to that which the VCP has paid on the associated claim(s) or one in an amount "to be determined" (if the VCP has not made a payment on the associated claim(s)) and/or a diversion restitution fee.
- s. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, in addition to notifying the prosecutor of the amount of VCP payments made, if any, pursuant to paragraph "q", above, the Specialist shall also provide the probation department with the same information and request that the probation department include the information in its PSI.
- t. The Specialist shall provide the Board with information concerning the final disposition of juvenile and criminal cases associated with claims filed with the VCP.

EXHIBIT A

SCOPE OF WORK

- u. The Specialist shall monitor, in the Board's computer system, VCP claims associated with restitution orders imposed in an amount "to be determined" (TBD). The Specialist shall monitor TBD orders every six months from the date of sentencing. When a claim reaches the \$1,000 payout threshold, the Specialist shall notify the prosecuting attorney, District Attorney, probation department, and/or other appropriate District Attorney staff that the TBD order needs to be amended/modified. The Specialist shall provide a copy of the notification to the Board. In all cases, one year before the offender is terminated from parole or probation, the Specialist shall seek a modification of the TBD or order to reflect the current payout. The Board shall assist the Specialist and other appropriate District Attorney staff in preparing to take cases back to court for modification. The Board shall provide expense breakdowns and redacted bills to substantiate any restitution orders requested. A custodian of records shall be available for testifying at restitution hearings.
- v. They shall each conduct training and outreach regarding restitution to agencies in the District Attorney's county. This includes initial and ongoing restitution-related training for the Specialist.
- w. Their representatives shall meet with agencies in the District Attorney's county to promote the appropriate assessment and collection of restitution fines, parole restitution fines, restitution orders, and diversion restitution fees.
- x. The Specialist shall serve as a county resource on restitution issues, statutes, and case law. To this end, the Specialist may assist victims in obtaining restitution whether or not they have filed claims with the VCP. The Specialist may engage in the following activities no more than 25% of his/her time: assisting victims in obtaining restitution orders for losses incurred as a direct result of a crime; assisting victims in enforcing their restitution orders as civil/money judgments; and/or, assisting victims with the preparation of evidence to obtain a restitution order.
- y. The Specialist shall provide quarterly activity reports in a format provided by the Board. The reports are due thirty (30) days after the end of the quarter: September 30, December 31, March 31 and June 30.
- z. The Specialist must spend a minimum of 75% of his/her time performing the work described in Provisions A.1.b through A.1.y. The other 25% may be dedicated to activities described in Provision A.1.x. The Specialist shall document his or her activities by using regular time and attendance records. These records shall be forwarded to the Board on a monthly basis. This documentation is necessary for the Board to be reimbursed for restitution activities from the administrative cost portion of the of the Board's federal VOCA grant. If the District Attorney fails to keep and maintain the records required by this section, and that failure results in the Board's failure to be reimbursed from the administrative cost portion of the Board's federal VOCA grant, or is subject to a negative audit finding, District Attorney shall not be compensated under this Contract for those activities.

EXHIBIT A

SCOPE OF WORK

2. The project representatives during the term of this contract will be:

Los Angeles County c/o

Requesting Agency: Victim Comp & Govt Clms Bd	Providing Agency: District Attorney's Office
Name: David Shaw, Deputy Executive Officer	Name: Suzanne Childs
Phone: (916) 445-6397	Phone: (626) 927-2525
Fax: (916) 327-3897	Fax: (626) 569-9541

Direct all inquiries to:

Los Angeles County c/o

Requesting Agency: Victim Comp & Govt Clms Bd	Providing Agency: District Attorney's Office
Section/Unit: Revenue Recovery & Appeals Division	Section/Unit: Restitution
Attention: Laura Hill, Manager	Attention: Linda Capaci
Address: 630 "K" Street, Sacramento, CA 95814	Address: 3204 Rosemead Blvd., Suite 200 El Monte, California 91731
Phone: (916) 324-8987	Phone: (626) 927-2510
Fax: (916) 327-3897	Fax: (626) 569-9541

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Board agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this agreement.
- B. Invoices shall include the agreement number and shall be submitted no later than thirty (30) days after the end of the invoice month to:

Victim Compensation & Government Claims Board
Attn: Accounting Manager
630 K Street, 1st Floor
Sacramento, Ca 95814

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds whatsoever to the District Attorney's Office or to furnish any other considerations under this agreement and the District Attorney's Office shall not be obligated to perform any provisions of this agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either cancel this agreement with no liability occurring to the Board, or offer an agreement amendment to District Attorney's Office to reflect the reduced amount.
- C. The District Attorney's Office shall be paid by the Board out of funds from the Restitution Fund. Any payments shall be contingent upon the availability of Restitution Funds. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this agreement are not to be used for other activities and shall not be used to supplant those currently provided by county funds, or grants administered by the Criminal Justice Programs Division (Office of Emergency Services), formerly, Office of Criminal Justice Planning.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

3. PROMPT PAYMENT CLAUSE

The Board shall pay all properly submitted, undisputed invoices within 45 days of receipt, in accordance with Government Code Chapter 4.5, commencing with Section 927.

4. COST LIMITATION

The total amount of this agreement shall not exceed \$267,872.00 as reflected in the attached budget.

BUDGET WORKSHEET

FY 2004-05

(Standard Agreement)

Exhibit B-1

County of Los Angeles

Agreement Number BOC-4082

COUNTY: LOS ANGELES		
Personal Services	Proposed Budget Amount	Descriptions
SALARIES AND WAGES		
Name:	\$151,128	3 Paralegals
Name:	\$33,867	2 Student Workers
Name:		
Name:		
FRINGE BENEFITS		
Name: Paralegal	\$74,027	****Employee Benefit rate @ 48.983%
Name:		
Name:		
Name:		
OTHER		
Total Personal Services	\$259,022	
Operating and Overhead Expenses		
Indirect Costs		
Telephone		
Training		
Travel	\$5,850.00	(\$1,950 x 3 = \$5,850)
Postage		
Photocopying		
*Office Supplies		
**Computer Equipment	\$3,000.00	Computer for 2 Paralegals
***Miscellaneous		
TOTAL OPERATING EXPENSES	\$8,850	
TOTAL BUDGET		
	\$267,872	

* A request for Office Supplies in excess of \$500 per PY requires a justification for the entire amount of expenditures.

**Although equipment is included in the budget, ALL equipment for which the county requests reimbursement from the Board must be requested in writing by the county and approved in writing by the Board prior to purchase. All requests must be submitted on the Equipment Authorization/Justification form. Note: The Board reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

*, **, and *** In detail, please specify what expenses are included for each of these line items.

**** Employee Benefit rate and Indirect Cost rate are subject to change

EXHIBIT C

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site www.dgs.ca.gov/contracts.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **JOB-RELATED TRAVEL:**

- A. The Board anticipates that the primary contract representative but not supervisors will travel to Sacramento on four (4) occasions during the contract term.
- B. Prior written authorization must be obtained from the Board to attend training, conferences or to travel for other purposes not directly related to the performance of the agreement. Absent such approval, the Board reserves the option of not reimbursing the expenses.

2. **MOVING:**

- A. The Board shall not reimburse any costs associated with the relocation of the District Attorney's staff performing under this contract.
- B. The District Attorney shall obtain written authorization from the Board to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be e-mailed or addressed to the Restitution Analyst, California Victim Compensation & Government Claims Board, P. O. Box 1348, Sacramento, Ca 95812-1348.

Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.

- C. Failure of District Attorney to obtain prior authorization may result in the District Attorney's inability to perform functions of the contract for a period of time. The Board will not reimburse the District Attorney's Office for lost production time.

3. **REGULATIONS AND GUIDELINES**

All parties agree to abide by all applicable federal and state laws and regulations and Board guidelines, directives and memos as they pertain to the performance of this agreement.

4. **UTILIZATION OF NEW COMPUTER SYSTEM**

The District Attorney's Office agrees to cooperate with the Board in all phases of the development and implementation of the Board's new automated claims processing system.

5. **EQUIPMENT:**

- A. Written request and approval prior to purchase

The District Attorney's Office shall obtain prior written authorization from the Board in the acquisition of any/all equipment (capitalized assets), including "modular furniture",

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

even though funding was previously requested and made part of the budget. The Board reserves the option of not reimbursing the District Attorney for equipment purchases that is not requested or approved in writing prior to purchase.

The District Attorney shall submit the request for equipment purchases on the Equipment Purchase Authorization Form (Attachment III) to the attention of the Restitution Analyst, California Victim Compensation & Government Claims Board, P. O. Box 1348, Sacramento, CA 95812-1348.

B. Purchase of Information Technology Equipment

The Board will provide and/or reimburse, under this contract, costs for information technology equipment deemed necessary and approved by the Board (as defined in the State Administrative Manual Section 4819.2). If the Board purchases equipment for the District Attorney, the Board will ensure that the equipment is operational, configured and delivered to the District Attorney. The Board will provide configuration support only on Board purchased equipment. Configuration support will include restoring altered Board equipment to its original configuration. If the District Attorney's Office purchases equipment, the District Attorney's Office is responsible for its own configuration, installation, and support of its purchases. Both Board and District Attorney equipment purchases will require the purchase of a maintenance service agreement by the District Attorney's Office. The District Attorney's Office is responsible for budgeting dollars through this contract to cover those support and/or maintenance service agreement costs.

All equipment purchased under this contract, regardless of whether the Board or the District Attorney's Office purchased it, shall be the property of the Board.

If computer software is purchased under this contract, vendors shall certify that it has appropriate systems and controls in place to ensure that State funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights.

6. OPERATING EXPENSES:

- A. The District Attorney's Office may charge expenses to various line-item allocations as part of their operating expenses such as rent, utilities, postage, telephone etc. Such expenses are generally identified as "direct costs". The District Attorney's Office must ensure that expenses that are classified as "direct cost" are not also included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expenses line-item.
- B. The District Attorney's Office must submit, upon the Board's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges.

- C. The District Attorney's Office must obtain written approval prior to modifications being made to the line items under the operating expense category such as an increase to rent or offsetting savings from one line-item to another. Requests should be directed to Laura Hill, Manager.

7. INVENTORY:

EDP equipment, capitalized assets and non-capitalized assets, shall remain the property of the Board and shall bear identification tags supplied by the Board. The District Attorney's Office shall prepare an inventory listing as of June 30, 2004, on forms provided by the Board, and submit the list to Financial and Business Operations Section, P. O. Box 48, Sacramento, CA 95812.

In the event of termination of this agreement, the Board shall take possession of those items. The District Attorney's Office must hold those items identified in the inventory list in storage until the Board retrieves its property. Payment of storage and retrieval shall be the responsibility of the Board.

8. CONFIDENTIALITY OF RECORDS:

The District Attorney's Office shall maintain the confidentiality of all records in accordance with Article 1, Section 1, of the California State Constitution, the Information Practices Act of 1977 (Gov. Code, § 1798, et seq.), and the statutes, regulations, and policies specifically applicable to the Victim Compensation and Government Claims Board, including Government Code section 13954. The District Attorney's staff having access to personally identifiable information shall hold the information in strict confidence, and shall not disclose it except as required by law or allowed by Board policy.

The Board's Custodian of Records in Sacramento shall be notified when a claimant or other person requests a copy of any document in or pertaining to the claimant's file. The District Attorney shall not disclose any document pursuant to any such request unless authorized to do so by the Board's Custodian of Records, the Executive Officer, or the Legal office.

The Board's Legal office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 6250, et seq.) for information received or generated in the performance of this contract. The Legal office may be reached at (916) 327-1998. No record shall be disclosed pursuant to any such request unless authorized by the Board's Legal office.

The District Attorney shall ensure that all staff are informed of the requirements of this provision and of direction given by the Board in Board Policy Memo No. 00-02, Information

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Security Pamphlet for non-Board Personnel. (Distributed February 1, 2000.) The District Attorney shall establish procedures to ensure confidentiality of personal information.

9. INCOMPATIBLE ACTIVITIES

The District Attorney's staff assigned to perform services for the Board must not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract;
- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person;
- c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence;
- d. Provide or use the names of persons or records of the Board for a mailing list which has not been authorized by the Board;
- e. Represent himself or herself as a Board employee;
- f. Take any action with regard to a Victim Compensation Claim, or restitution matter with the intent to obtain private gain or advantage;
- g. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party; or
- h. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under the contract and is done in an appropriate manner.

It shall be the District Attorney's responsibility to ensure that every staff person assigned to provide contracted services to the Board is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person should no longer be assigned to perform the services required by the contract. Any questions should be directed to the Board's Legal office.

10. RETENTION OF RECORDS

The District Attorney's Office shall retain claim files in their respective file rooms for at least two (2) years after the claim's last activity date or as otherwise required by the Board. The Board shall automatically notify the District Attorney's Office if or when "inactive" files need to be sent to the Board.

The District Attorney's Office shall not destroy any files or records without written authorization from the Board.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

The District Attorney's Office shall ensure that all staff is informed of the requirements of this provision and of direction given by the Board in the Board Policy Memorandum No. 01-02 (distributed July 26, 2001).

11. SUBPOENAS

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The District Attorney's Office shall post a notice in its receiving department or other appropriate place stating that all Victim Compensation subpoenas and document requests shall be served upon the California Victim Compensation and Government Claims Board.

The District Attorney's Office shall inform a server of a subpoena that the subpoena must be served on the California Victim Compensation & Government Claims Board at 630 K Street, 5th Floor, Sacramento, Ca 95814, Attn: Legal Office. The District Attorney's Office may also contact the Legal Office at 916/327-1998 for further assistance.

12. TERMINATION

The Board or the District Attorney reserves the right to terminate this agreement upon thirty (30) days written notice to the other. In such an event, the District Attorney shall be compensated for actual costs incurred in accordance with the terms of the agreement up to the date of termination. Invoicing of the above mentioned costs must be submitted to the Board within thirty (30) calendar days of the date of termination.

INVOICING INSTRUCTIONS

Personnel Services - Salaries and Wages

Personnel services include all services performed by the District Attorney's Office employees under this agreement. They may either be salaried or hourly, full or part-time positions. Sick leave, vacation, holidays, overtime and shift differentials must be invoiced as salaries. Further, reimbursement of leave time is subject to the conditions described in Exhibit A.I-m. All employees providing services under this contract are employees of the county and not of the Victim Compensation and Government Claims Board.

A line item is required to identify each individual employee and position/classification. If several people are employed full or part-time in the same position/classification, list each employee separately and provide the number of full-time equivalents (e.g., three half-time clerical personnel should be itemized as 1 1/2 clerical positions).

List each employee by name and title and show the percentage of time devoted to the program. Example: If the person is employed full-time, show the following: \$2,500 per month at 100% time x 12 months = \$30,000. If the person is employed part-time, show the hourly rate and the number of hours devoted to the program (e.g., \$25/hour for 10 hours per month x 12 months = \$3,000) or the monthly salary and the percentage of time devoted to the program (e.g., 50% x \$2,500/mo. x 12 months = \$15,000).

Place the total amount for this category in the space provided in the far right column.

Fringe Benefits

Elements that can be included in the fixed rate include employer contributions or expenses for social security, employee life and health insurance plans, unemployment insurance and/or pension plans. Other benefits, if negotiated as a part of the employee benefit package, can also be included in the fixed rate.

The description and amounts of fringe benefits can be displayed either by category, position or class. Please note that a line item can be used for each different position/class, if the benefits vary from position/class to position/class. If several people are employed full-time or part-time in the same position/class, provide the number of full-time equivalents.

Place the total amount for this category in the space provided at the far right column.

Operating Expenses

The following items fall within this category: rent, utilities, insurance, equipment rental, equipment repair, office supplies, telephone, postage, expendable equipment, overhead, data processing, training and travel. Any items submitted under the "other" category must include a description or explanation of the expense.

Costs in these subcategories should be included if they were necessary to perform the services under this agreement and provided for in the budget. The total of all subcategories should be shown in the far right column.

The following subcategories have special requirements as noted below.

Rent

The rent subcategory is for facility rental. The number of square feet that will be rented for performing services specified in the agreement should be indicated as well as the rental amount.

INVOICING INSTRUCTIONS

Expendable Equipment (Non-capitalized assets)

Expendable equipment includes equipment with an acquisition cost of \$499 or less per unit (including tax, installation and freight) or with a useful life of less than five years. Any equipment for which the District Attorney's Office requests reimbursement from the Board must be submitted in writing and must be approved in writing by the Board prior to purchase. The Board reserves the option of not reimbursing equipment that is not requested and approved in writing prior to purchase. Equipment purchases under this contract is the property of the State of California; for further information, please refer to Exhibit D.5.

Overhead/Indirect Costs

Overhead costs are indirect costs which cannot be charged to a direct cost category because they are not readily itemized or assignable to a particular program. Overhead costs are costs necessary to the operations specified in the agreement. The costs of centralized County services such as personnel or accounting services are examples of indirect costs. For further information, please refer to Exhibit D.6.

Travel

The Specialist may use written travel and per diem policy of the District Attorney's Office or the State policy in accordance with State Administrative Manual Section 0700 but it cannot exceed reimbursement rate of the State's travel policy. See Attachment II for the State travel reimbursement rates.

Travel costs are allowable expenses for transportation, lodging, meals and incidental items incurred by the Specialist(s) to attend training classes, conferences, meetings, workshops or hearings. Out-of-state travel is not authorized. For further information, please refer to Exhibit D.1.

The state mileage rate is a maximum of \$0.34 per mile. Mileage covers gasoline, the cost of maintenance (oil, lube, routine maintenance), insurance (liability, damage, comprehensive and collision coverage), licensing and registration, depreciation, and all other costs associated with the operation of the vehicle. The Specialist who plans to use cars from a state, county, city or district car pool or garage may invoice either the mileage rate established by the loaning agency or the state mileage rate, not to exceed the state mileage rate.

Itemize travel expenses of program personnel and show the basis for computation (e.g., travel to Victims Compensation Board conference in Sacramento, 100 miles @ \$0.34 per mile = \$34) or by the month (e.g., Specialist travels 100 miles per month @ \$.34 per mile x 12 months = \$408).

Describe briefly the purpose of the trip and list all personnel who made the trip.

Equipment (Capitalized Assets)

Nonexpendable personal property equipment or capitalized assets is personal property having a useful life of five years or more and an acquisition cost of \$500 or more per unit (including tax, installation and freight). Examples of such equipment are copiers, personal computers (including the monitor and CPU) and printers. Equipment purchased under this contract is the property of the State of California; for further information, please refer to Exhibit D.5.

NOTE: Inclusive in this definition is "modular furniture" which is to be considered a capitalized asset due to its assembly requirements of several components to form a unitary whole.

INVOICING INSTRUCTIONS

Equipment used solely for program activities may be charged if it is essential to the implementation of the agreement.

The total of all items in this category should be shown in the far right column.

Miscellaneous Expenses

Miscellaneous expenses are those charges that do not fall within the scope of the categories listed above. The District Attorney's Office shall provide a description and breakdown of any expenses identified as miscellaneous.

APPROVED TRAVEL REIMBURSEMENT RATES**Mileage**

The reimbursement rate to operate a privately-owned vehicle shall not exceed 34 cents per mile.

Meals

Breakfast \$6.00 - Breakfast may be claimed when travel commences at or prior to 6:00 a.m. Breakfast may be claimed on the last fractional day of a trip of more than 24 hours if travel terminates at or after 9:00 a.m.

Lunch \$10.00 - Lunch may not be claimed for travel less than 24 hours. Lunch may be claimed if the trip begins at or before 11:00 a.m. and may be claimed on the last fractional day of a trip of more than 24 hours if the travel terminates at or after 2:00 p.m.

Dinner \$18.00 - Dinner may be claimed if the trip begins at or before 4:00 p.m. Dinner may be claimed when travel terminates at or after 7:00 p.m. whether on a one-day trip or on the last day of a trip of more than 24 hours.

Incidentals \$ 6.00 - Incidentals may be claimed for trips of 24 hours or more.

Total \$40.00

Lodging

Statewide up to \$84.00 with receipt, except as follows:

Los Angeles and San Diego counties - up to \$110.00 + tax (with receipt)
Alameda, San Francisco, San Mateo
and Santa Clara - up to \$140.00 + tax (with receipt)

Other

Parking, taxi, airport shuttle, etc., which exceeds \$10.00 must be supported by receipt.

State of California
 Equipment Purchase Authorization Request
 VCGCB-ADM-6070

Victim Compensation & Government Claims Board
 Financial & Business Operations Section

EQUIPMENT PURCHASE JUSTIFICATION/AUTHORIZATION REQUEST

The following information must be provided in order for authorization to be granted for the purchase of equipment through the Criminal Restitution Compact contract. As stated in the contract, ALL EQUIPMENT PURCHASES MUST BE JUSTIFIED BY THE REQUESTING COUNTY AND APPROVED BY THE VICTIM COMPENSATION PROGRAM PRIOR TO PURCHASE, or the purchase may not be authorized and paid from the contract. A separate form must be completed for each piece of equipment being requested.

Attach additional sheets or documents as needed.

County: _____

Fiscal Year of Contract: _____

Make of Equipment: _____

Model No: _____

Software: (i.e., ProCom, Access, Windows, Excel)

Cost for- Equipment: _____

Software: \$ _____

TOTAL COST (please include taxes and delivery charges): \$ _____

How was this equipment selected and description of item(s): (Selection, i.e., 3 bids for comparison; description of item, i.e., lateral file - width, height and number of drawers)

Why is this equipment needed: (i.e., VOX access for new staff, current computer old/slow, etc.)

COUNTY CONTACT

Name: _____

Phone No: _____

E-Mail Address: _____

For Victim Compensation Program Staff Use Only:

FBOS/ISS Comments:

☐ Approved as submitted ☐ Denied

☐ Approved with changes (noted above)

Signed: _____

Date: _____

Restitution Recovery Staff or Joint Powers Analyst Staff Comments:

☐ Approved --Upon Approval -Forward copy to FBOS: ATTN. Larry Iniguez

☐ Denied

Signed: _____

Date: _____

FBOS- Issuing of Asset Tag Stickers

☐ Asset Tags Sent

DATE: _____

☐ Schedule of Equipment

☐ Sent

Date: _____

☐ Received

Date: _____

Signed: _____